Beeks FX VPS

End User Agreement

Beeks FX Introduction

Your use of all (Beeks Trading Corporation Ltd.) services is governed by this Terms of Service (the "Terms of Service"). By submitting our online order form and/or utilizing the Beeks FX services and products, the Customer hereby agrees to the following:

This document (the "Agreement") sets forth the principles, guidelines and requirements of the Terms of Service of Beeks Trading Corporation Ltd. (the "Company") governing the use by the customer ("Customer") of Company's services and products ("Services and Products"). The Company retains the right to modify these Terms of Service at any time. Any such modification shall be automatically effective as to all customers when adopted by Company and published at http://www.beeksfx.com. The Company shall be the sole and final arbiter as the interpretation of the following. By utilizing the Company's services and products, the Customer agrees to be bound by the terms herein outlined.

1. Service Fees and Billing:

1.1 - For non broker introduced Accounts customer agrees to pay all charges, fees and other amounts due under this Agreement in British Pounds, if an alternative currency is desired this must firstly be agreed by Beeks FX

1.2 - Customer agrees to pay in advance for hosting services provided by Beeks FX if the costs are not covered by a third party broker.

1.3 - Unless otherwise stated in an Order Form or any service description, the initial term of this Agreement shall be month-to-month, commencing on the service order date and shall automatically renew each month thereafter.

1.4 - Customer agrees to future automatic payments if a Credit Card or PayPal recurring payment is used unless otherwise indicated to Beeks FX.

1.5 - Non-payment of service fees will result in suspension followed by termination of service.

1.6 – Any third party product supplied by Beeks FX as part of an offer should be treated as such and Beeks will not be liable for performance of EA etc etc

2. Compliance with the Law:

Customer shall not post, transmit, re-transmit or store material on or through any of Services or Products which, in the sole judgment of the Company (i) is in violation of any non-UK law or regulation, (ii) is threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not

appropriately licensed for use by Customer. The Customer agrees to indemnify and hold harmless the Company from any claims resulting from the use of the services which damages the Customer or any other party. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

3. Prohibited Uses of Services and Products:

In addition to the other requirements of these Terms of Service, Customer may only use the Services and Products in a manner that, in the Company's sole judgment, is consistent with the purposes of such Services and Products. If Customer is unsure of whether any contemplated use or action is permitted, please contact the Company as provided above. By way of example, and not limitation, uses described below of the Services and Products are expressly prohibited.

3.1. General:

3.1.1. Pornography and pornographic related merchandising are prohibited under all the Company's services. This includes sites that include links to pornographic content elsewhere. Further examples of unacceptable content or links include pirated software, "hacker" programs, anonymous/public proxies, proxy services, P2P file sharing, Torrent sharing/seeding, archives of "Warez Sites", game rooms or MUDs, IRC Bots, IRC, Egg Drop programs, any kind of illegal software or shareware. In addition, sites offering online gambling, casino functionality, sportsbook betting (including offshore), and internet lotteries are prohibited.

3.1.2. Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer.

3.1.3. Actions that restrict or inhibit any Person, whether a customer of Company or otherwise, in its use or enjoyment of any of the Company's Services or Products.

3.2. System and Network:
3.2.1. Introduction of malicious programs into the Company's network or server (e.g., viruses and worms).

3.2.2. Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which Customer is not an intended recipient or logging into a server or account that Customer is not expressly authorized to access. For purposes of this Section 3.2.2., "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information.

3.2.3. Executing any form of network monitoring which will intercept data not intended for the Customer's server.

3.2.4. Circumventing user authentication or security of any host, network or account.

3.2.5. Interfering with or denying service to any user other than Customer's host (for example, denial of service attack).

3.2.6. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet.

3.2.7. Creating an "active" full time connection on a Company-provided account by using artificial means involving software, programming or any other method.

3.2.8. Any attempt to circumvent or alter monitoring, bandwidth tracking or utilization reporting, or other actions which have the effect of complicating the normal operational procedures of the Company, including but not limited to altering, removing or in any way modifying or tampering with Company created log files.

3.2.9. Any action which the Company determines, in its own judgment, will reflect poorly on the Company or negatively impact its operations.

3.2.10. Any action which the Company deems to be an unacceptable use of resources, business practice or otherwise unacceptable to the Company.

3.3. Billing:

3.3.1. Furnishing false or incorrect data on the order form, contract or online application, including fraudulent use of credit card numbers.

3.3.2. Attempting to circumvent or alter the processes any billing procedures or procedures to measure time, bandwidth utilization, or other methods to document "use" of the Company's Services and Products.

3.4. Mail:

3.4.1. Sending unsolicited commercial email messages (UCE), including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of Customer or with whom Customer does not have an existing business relationship ("email spam").

3.4.2. Sending UCE referencing an email address for any domain hosted by the Company;

3.4.3. Sending UCE referencing a domain hosted by the Company;

3.4.4. Sending UCE referencing an IP address hosted by the Company;

3.4.5. Posting advertisements on IRC, ICQ, or any other public chat system containing an email address hosted by the Company, a domain hosted by the Company, an IP address belonging to the Company;

3.4.6. The Company will be the sole arbiter as to what constitutes a violation of these provisions.

3.4.7. Harassment, whether through language, frequency or size of messages.

3.4.8. Unauthorized use, or forging, of mail header information.

3.4.9. Solicitations of mail for any other E-mail address other than that of the poster's account or service with the intent to harass or to collect replies.

3.4.10. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.

3.4.11. Use of unsolicited email originating from within the Company's network or networks of other Internet Service Providers on behalf of, or to advertise, any service hosted by the Company, or connected via the Company's network.

3.4.12. Activities deemed to be unsolicited marketing efforts or otherwise harassing in any way.

3.4.13. Customer will be charged a minimum $300.00 service charge for each instance of a verifiable UCE that is reported to the Company and faces immediate account suspension and/or termination, as well as further penalties.

3.5. Customer Support:

3.5.1. The Company promotes a mutually-professional relationship with its customers. Abusive, threatening, obscene or otherwise harassing communications with agents of the Company, via telephone, email, online chat or other means will result in immediate account termination not withstanding any other terms of this agreement. Violation of this or any section of this Agreement will result in refund ineligibility.

4. Indemnification of Provider/Relationship of Parties:

4.1. Customer agrees to indemnify and hold the Company harmless from any lawsuit, claim, charge, or expense, including reasonable attorney fees and costs of defense, for any matter arising from or relating to Customer's Website or any other material hosted by the customer on the Company's servers or services as provided hereunder.

4.2. Nothing contained herein shall be deemed to create a relationship between the Company and Customer in the nature of a partnership, joint venture, editor or publisher or otherwise. Both parties acknowledge and agree that the Company has no interaction with the data or substance of Customer's Website, except as necessary to maintain service.

4.3. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates and each of their respective officers, employees, and/or agents (each an "Indemnified Party") against any losses, claims, liabilities, damages, judgements, penalties, actions, proceedings, or any and all costs thereof ("Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, the Customer's use of the Products and Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse the Indemnified Party for all legal and other expenses, including reasonable attorney fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

5. Security/Software:

5.1. Customer agrees to take all steps reasonable, necessary, and prudent to protect Customer's login ID and password.

5.2. Customer agrees not to attempt to undermine or cause harm to any server, software, system or customer of the Company.

5.3. Customer agrees to maintain Customers' computing equipment responsibly, including running virus software.

5.4. Uploading a virus to a Company server will result in account termination, service charges and/or prosecution.

5.5. Customer acknowledges that the Company cannot provide technical support for any software and/or script that the Customer installs, other than variable name changes. The Company supplies technical support for VPS hosting issues only. The Company shall be the sole arbiter as to what constitutes a "VPS hosting " issue.

6. LIMITATION AND EXCLUSION OF LIABILITY

6.1. Limitations - IN NO EVENT SHALL Beeks Trading Corporation Ltd. (the Company), IT'S SUBSIDIARIES, AFFILIATES , OR OFFICERS HAVE ANY LIABILITY WHATSOEVER FOR DAMAGE, UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF INFORMATION PROVIDED TO THE COMPANY, DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES. THE COMPANY SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF THE COMPANY TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO THE COMPANY BY YOU UNDER THIS AGREEMENT DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCURED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS,

AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY THE COMPANY UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION

6.2. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

6.3. Interruption of Service - You hereby acknowledge and agree that the Company will not be liable for any temporary delay, outages or interruptions of the Services. Further, the Company shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

6.4. Maintenance - You hereby acknowledge and agree that the Company reserves the right to temporarily suspend services for the purposes of maintaining, repairing, or upgrading its systems and network. The Company will use best efforts to notify you of pending maintenance however at no time is under any obligation to inform you of such maintenance.

6.5. Backups and Data Loss - Your use of the Company's servers and services is at your sole risk. The Company is not responsible for files and/or data residing on your VPS Server. While complimentary backups may be provided by the Company, You, the Customer agree to take full responsibility for files and data transferred to/from and maintained on your VPS server and agree that it is your own (the Customer's) responsiblity to take backups of data residing on your VPS server.

7. Violation:

Any attempt to undermine or cause harm to the Company servers or another customer's web presence or service availability is strictly prohibited. Any violation of the above Terms of Service will result in grounds for account termination, with no refunds given; the Company reserves the right to remove any account without prior notice. Violation of these Terms of Service may result in legal action, service charges or a combination thereof.

8. Confidentiality:

Customer acknowledges that by reason of their relationship, both the Customer and the Company may have access to certain products, information and materials relating to the other party's business, which may include business plans, customers, software technology, and marketing plans that are confidential and of substantial value to either party, respectively, and which value would be impaired if such information were disclosed to third parties. Consequently, both the Company and the Customer agree that it will not use in any

way for its own account or for the account of any third party, nor disclose to any third part, any such information revealed to it by either party, as the case may be.

The Customer and the Company further agrees that each will take every appropriate precaution to protect the confidentiality of such information. In the vent of termination of this agreement, there shall be no use or disclosure by either party of any such confidential information in its possession, and all confidential documents shall be returned to the rightful owner, or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, either party shall be entitled to injunctive relief, which relief will not be contested by the Customer or the Company.

9. Refusal of Service and Termination:

9.1. The Company reserves the right to refuse or cancel service in its sole discretion with no refunds.

9.2. If any of these Terms of Service are failed to be followed it will result in grounds for immediate account deactivation.

10. Forex (Foreign Currency Exchange) Trading Activities:

10.1. Risk Disclosure - Trading foreign exchange carries a high level of risk, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to invest in foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading, and seek advice from an independent financial advisor if you have any doubts.

10.2. Internet/VPS Trading Risks- There are risks associated with utilizing an Internet/VPS-based deal execution trading system including, but not limited to, hardware malfunction, software failure, and Internet connection problems. While the Company (Beeks Trading Corporation Ltd.) will strive to maintain a consistent connection and uptime, the Customer agrees to hold harmless the Company, it's employees, agents, resellers and providers for any disruptions or subsequent losses resulting therefrom.

11. Disclaimer:

11.1. USE OF THE COMPANY'S SERVICES AND PRODUCTS IS AT CUSTOMER'S SOLE RISK. NEITHER THE COMPANY NOR ITS EMPLOYEES, AGENTS, RESELLERS THIRD PARTY INFORMATION PROVIDERS, MERCHANTS LICENSERS OR THE LIKE, MAKE ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE COMPANY'S SERVICES AND PRODUCTS WILL NOT BE INTERRUPTED OR BE ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS

THAT MIGHT BE OBTAINED FROM THE USE OF THE COMPANY'S SERVICES AND PRODUCTS OR AS TO THE ACCURACY, OR RELIABILITY OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED OR PROVIDED THROUGH THE COMPANY'S SERVICE, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. THIS INCLUDES LOSS OF DATA, WHETHER RESULTING FROM DELAYS, ON DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY THE COMPANY AND ITS EMPLOYEES OR OTHER CAUSES.

11.2. THE SOLE CUMULATIVE LIABILITY OF THE COMPANY FOR ALL CLAIMS MADE BY THE CUSTOMER, OR ANY OTHER PARTY, REGARDLESS OF FORM, INCLUDING ANY CAUSE OF ACTION BASED ON CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES AND CHARGES PAID TO THE COMPANY BY THE CUSTOMER DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH A CLAIM MAY ACCUR.

11.3. The Company reserves the right to revise or change these Terms of Service at any time.

12. Access:

12.1. As part of the service, a Beeks FX VPS will automatically start your FINFX instance if and when your VPS reboots. You need to complete your LogonExpert profile when you first log on to your VPS. This is accessed via the Logon Expert icon on your desktop. Please note we recommend you run all trading activity under the Administrator account, otherwise we cannot guarantee 24-5 trading. Please also note that if you change your Administrator password in the future, you will also need to update your LogonExpert profile to ensure your VPS will restart FINFX on reboot. Failure to do this will interrupt your trading service.

Access to your VPS is provided via Remote Desktop Protocol (RDP). Two .bat files are available to you to download from http://www.beeksfx.com/downloads that will launch the RDP client for you. If you are a Windows XP user on a build earlier that SP3, please download the remotelogin_console.bat. Anyone using Windows XP SP3 or later (Vista, Windows 7) should download remotelogin_admin.bat. If you are using remotelogin_admin.bat and are receiving errors, please try remotelogin_console.bat.

If you are not comfortable with using the above tools, please go to your Start menu and find the Run program (figure 12.1).

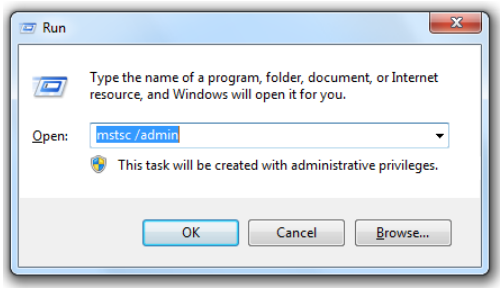
Run
Type the name of a program, folder, document, or Internet resource, and Windows will open it for you.
Open:
mstsc /admin
This task will be created with administrative privileges.
OK
Cancel
Browse...

Figure 12.1

If you are a Windows XP user on a build earlier that SP3, please enter mstsc /console. Anyone using Windows XP SP3 or later (Vista, Windows 7) should enter mstsc /admin.

Failure to use either the .bat file provided, or the Run commands above **WILL** result in you connecting to an incorrect session on the VPS and may impact your trading positions. Any access you attempt by means outwith the process described throughout section **12 Access** of this document is undertaken at your own risk, is accepted by you as an unsupported logon route, and no liability will be accepted by Beeks Trading Corporation Ltd.

When you click OK, you will be presented with a login screen similar to figure 12.2

Figure 12.2

At this point, enter the IP address supplied to you in your VPS welcome email and click Connect.

You will then be presented with a login dialog box as in figure 12.3

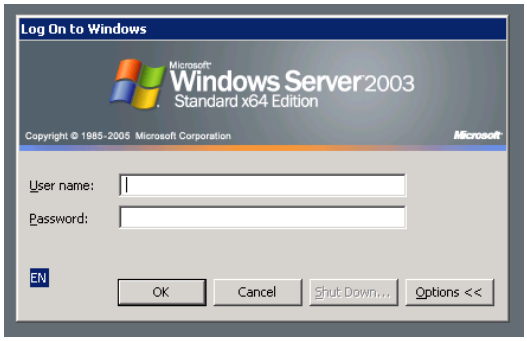

Figure 12.3

Enter the username and password supplied to you in your VPS welcome email, and your VPS Remote Desktop will open.

At this point, you are ready to start using your VPS and ForEx trading platform. Please consult the user manual for your platform to begin your automated trading configuration.